

REMARKS

Interview Summary, Statement of the Substance of the Interview

Main issue discussed was Faber and that the application teaches "Agents" which integrate their selected plurality of service providers into their own specialized websites for browsing by a User". Primary Examiner Abdullahi Salad agreed Faber does not teach an "agent creating an associated selected plurality of one or more service providers" and "integrating their selected plurality of service providers into their own specialized websites for browsing". It was emphasized that "their own specialized websites for browsing" are separate and not part of a simple system where a user can search for service providers.

Response to Office Action Dated 11/10/2009

In paragraph 4 of the office action dated 11/10/2009 Examiner states argues that the teachings of Monk and Lurie 1 disclose the claim limitation "allowing for said Users to remain in effect on the website of the Agent while navigating and using the system for connecting telephonically to Service Providers". The entire claim limitation is "allowing for said Users to remain in effect on the website of the Agent while navigating and using the system for connecting telephonically to Service Providers, by way of a series of progressive popup windows", as stated in claim 18.

With respect to claim 18, as previously discussed, neither citation teaches or suggests an "Agent" providing a plurality of Service Providers to a User for selection. Lurie merely teaches a User searching a database of Service Providers, while the present invention creates an "Agent" who can select an number of Service Providers and create a custom website where they may group or organize a more specific selection of service providers for a User to browse. The

citation provided by Examiner does not teach nor suggest allowing for said Users to remain in effect *on the website of the Agent* while navigating and using the system for connecting telephonically to Service Providers, by way of a series of progressive popup windows.

Lurie and Mok merely teach a User searching a database of Service Providers, while the present invention creates an “Agent” who can select an number of Service Providers and create a custom website where they may group or organize a more specific selection of service providers for a User to browse. Mok also does not teach an Agent or an Agent with a Website, but only the website of the system, thus there is no teaching or suggestion allowing for said Users to remain in effect *on the website of the Agent* while navigating and using the system for connecting telephonically to Service Providers, but only a teaching of Users remaining connected to Service Providers while navigation and using a system.

Examiner states that “it is a well known feature, that websites may contain a series of progressive pop up windows”. If this is such a well known feature and obvious, Examiner should quickly and easily be able to provide a citation or cite their own knowledge of such. A general, broad statement that something is obvious is insufficient basis for a rejection.

Additionally, Examiner then states, “It would be obvious to one of ordinary skill in the art at the time the invention was made to utilize the teachings of Lund in the combined teachings of Satoh/Hackword/Mersky/Rignole...”. Examiner, in the “Response to Arguments” sections is attempting to establish a rejection and teaching, but has not done so properly. Examiner now wishes to combine the teachings of Satoh/Hackword/Mersky/Rignole, but under what basis 102, 103? Under what statute would it be obvious? Examiner’s arguments in this section of the office action are invalid and improper.

Specification

The specification is objected to as failing to properly note the trademarks used in the detailed description of the present invention in the application as filed. Applicant is providing the replacement paragraphs below to properly note the trademarks in the specification in capitalization.

- 5 Withdrawal of this objection is respectfully requested.

In compliance with 37 CFR 1.121 which requires that an amendment to delete, replace, or add a paragraph. Amendments to the specification, including amendment to a section heading or the title of the invention which are considered for amendment purposes to be an amendment of a paragraph, must be made by submitting:

- 10 (1)(i) An instruction, which unambiguously identifies the location, to delete one or more paragraphs of the specification, replace a paragraph with one or more replacement paragraphs, or add one or more paragraphs;

- (1)(ii) The full text of any replacement paragraph with markings to show all the changes relative to the previous version of the paragraph. The text of any added subject matter must be
15 shown by underlining the added text. The text of any deleted matter must be shown by strike-through except that double brackets placed before and after the deleted characters may be used to show deletion of five or fewer consecutive characters.

- Applicant respectfully submits the following Replacement Paragraphs for paragraphs 50 and 51 of the specification as submitted correcting the use of trademarks in capitalization. Withdrawal
20 of this objection is respectfully requested.

In paragraph 58 the text should be should be amended as shown:

FIG. 1 illustrates a functional diagram of a computer network for World Wide Web 500
access to the System 1 from a plurality of Users 10 who access the System Web Server and

Database 310 via the System Web Site 100, independent Agent 300 integrator Websites, and/or a plurality of Service Provider Websites and Internet-based Icons 200 from the Users' Computers 15 and Telephones 17. Accessing the System Web Site 100, the Agent Websites 300, or the Service Provider Websites and Internet-based Icons 200 can be accomplished directly through a communication means such as a direct connection, an intranet, a local Internet Service Provider, often referred to as ISPs, or through an on-line Service Provider like ~~CompuServe, Prodigy, American-Online~~, COMPUSERVE, PRODIGY, AMERICAN ONLINE, etc. or Wireless devices using services like AT&T or ~~Verizon~~ VERIZON.

In paragraph 59 the text should be should be amended as shown:

[0050] The Users 10 contact the System Web Server and Database 310 via the System Web Site 100, the Agent Website 300 or the Service Provider Websites and Internet-base Icons 200 using an informational processing system (Client) capable of running an HTML compliant Web browser such as ~~Microsoft's Internet Explorer, Netscape Navigator and Mosaic~~ MICROSOFT'S INTERNET EXPLORER, NETSCAPE NAVIGATOR and MOSAIC. A typical system that is used is a personal computer with an operating system such as ~~Linux or Windows~~ LINUX or WINDOWS 95, 98 or ME, NT, or 2000, running a Web browser. The exact hardware configuration of computer used by the Users 10, the brand of operating system or the brand of Web browser configuration is unimportant to understand this present invention. Those skilled in the art can conclude that any HTML (Hyper Text Markup Language) compatible Web browser is within the true spirit of this invention and the scope of the claims.

Examiner has objected to the specification for the use of "computer-readable medium" in claims 1 and 15 as failing to have antecedent basis and not being apparent in the specification.

Applicant has amended claims 1 and 15 to remove the reference to “computer-readable medium”. Withdrawal of this objection is respectfully requested.

Examiner has objected to claim 19, alleging the claim limitation “distributing the Agent to fee said Agents” is incorrect or unclear. Examiner has interpreted the claim correctly and

- 5 Applicant has amended the claim to read as interpreted by the Examiner. Withdrawal of this objection is respectfully requested.

Rejections Under 35 USC 112

Claims 1 is rejected because “over the phone” lacks antecedent basis. Applicant has corrected the phrase. Withdrawal of this rejection is respectfully requested.

- 10 Claim 1 is rejected on Examiner’s allegations that line 8 is unclear or ambiguous. Applicant has amended line 8 to clearly state whether the service provider and/or Agent that the User is initiating contact with is the same or not. Withdrawal of this rejection is respectfully requested.

- 15 Claim 1 is also rejected in lines 4-5 as the reference to “one or more Agents” as “said Agents” is alleged to be ambiguous and exclude a single agent. Applicant has amended the claim to explicitly state and clarify the reference. Withdrawal of this rejection is respectfully requested.

Claim 1 is rejected to in line 10. Applicant has amended the claim to clarify that Service Provider’s availability. Withdrawal of this rejection is respectfully requested.

- 20 Claim 14 is rejected in line 2. Applicant has amended claim 1 to include the step of registering service providers and amended the claim to clarify which Agent is distributing the service code. Withdrawal of this rejection is respectfully requested.

Claim 14 is rejected in line 1 due to a lack of antecedent basis. Applicant has amended the claim to correct the antecedent basis. Withdrawal of this rejection is respectfully requested.

Claim 20 is rejected in line 1 due to a lack of antecedent basis. Applicant has amended the claim to correct the antecedent basis. Withdrawal of this rejection is respectfully requested.

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Rejections Under 35 USC 101

Applicant has amended independent claims 1 and 15 to read “A computer implemented method...” to clarify that the present invention is a method performed by and tied to a particular machine, that being a computer as required under *Bilski*. This amendment and clarification
10 neither changes the substances or scope of the claim limitations. Additionally, Applicant has amended the claims to include, as the first claim limitation, after the preamble, “providing a computer capable of executing the method” to explicitly state that the claimed invention is performed by a computer/machine. The transformation is obvious in the claim limitations, as an entire service is performed by the computer/machine which transforms user, agents, and service
15 providers by organizing a marketplace for them to interact. Withdrawal of this rejection is respectfully requested.

Rejections Under 35 USC 103

A prima facie case of obviousness is established when an examiner provides:

- 20
1. one or more references
 2. that were available to the inventor and
 3. that teach
 4. a suggestion to combine or modify the references,
 5. the combination or modification of which would appear to be sufficient to have made
- 25 the claimed invention obvious to one of ordinary skill in the art.

Accordingly, an applicant who is able to prove that the Examiner has failed to establish any one of these elements will prevent the prima facie case of obviousness from being established.

Claims 1, 6, and 9-10 stand rejected under 35 USC 103(a) as being unpatentable over

- 5 **Hartley, et al (2003/0154097) (referred to as Hartley) and in further view of Lurie (US2003/0115089), also referred to as Lurie 1.**

With respect to claim 1, Applicant disagrees that Hartley teaches an Agent and Service Providers as claimed by the present invention. Examiner has quoted the proper section of Applicant's application (Para. 14) but has failed to understand how the present invention and
10 Hartley differ. Examiner cites Hartley paragraphs 22-25, 27, 29-31, 48, 51, and 54 as teaching the limitation of the present invention where "Agents integrate their selected plurality of Service Providers into their own specialized websites for browsing by a User". The present invention is focused on the "Agent" grouping and associating selected Service Providers to in a sense, create their "team". It is then the Agent who provides the services to the end user, using the Service
15 Providers. There is no direct link in the present invention between Service Providers and end users as there is a middle party, the Agent, providing a business channel between the parties. Hartley at paragraphs 22-25, 27, 29-31 teaches a "specialist", which is no more than the person answer the phone as at a call center. Paragraph 22 states this specifically: "FIG. 1, a communication network 10 adapted to enable a specialist (e.g., at call center 30) to receive a
20 request from an individual for assistance regarding a personal need is provided. Means (e.g., a personal computer 40) are provided for creating a personalized web page in response to the request." Hartley does not teach an Agent who can create their own "team" of specialist, and who interacts with the User to assist them in obtaining advice or answers.

Examiner associates “Agents” with “Specialists” when this is completely incorrect. The “Specialists” in Hartley may transfer a caller/user to each other, but they do not have the ability to create a team or subgroup, and even if they did, they would be part of the subgroup as a specialist, which is not the claim of the present invention. Examiner states on page 10 of the

5 office action dated 11/10/2009 “Hartley does not disclose explicitly teaching the final step of: connecting said User with said Service Provider if available”. This is because in Hartley the “Specialists” are the “Service Providers” and there are no “Agents” taught or suggested by the Hartley. When a user calls in Hartley, the first are connected with an operator who merely determines their eligibility, then the user is forwarded to a specialist to assist them, see paragraph
10 23. There is no Agent.

Hartley, at paragraphs 22-54, teaches searching and group of various service providers and the setting up of a service providers website for viewing by a customer/ end user, but does not disclose, teach, or suggest, the Agent feature of the present invention.

15 Additionally, Examiner asserts that paragraphs 22-54 teaches a User contacting a Service Provider via an Agent’s specialized website. Again, paragraphs 22-54 include no teaching of an Agent.

With respect to claim 1, Applicant disagrees that Laurie 1 teaches the a method for expert service providers to provide advice services through unique empowered independent agents to
20 consumers comprising the steps of a User initiating contact with a Service Provider and connecting said User with said Service Provider if available. Applicant disagrees that Laurie 1 teaches enabling Agents to integrate their selected plurality of Service providers into their own specialized websites for browsing by a User and having a User initiate contact with a Service

Provider via an Agent's specialized website. For these two limitations, those two paragraphs are merely a listing of memory components from paragraph 68, with 71 noting "web browser procedures 134 for accessing online applications, such as service provider computer 300" and 80 "as well as other procedures and files", which neither teaches nor suggests the use of Agents or the other specifics of the claim limitations. The citation provided by Examiner does not teach nor suggest an "Agent" providing a plurality of Service Providers to a User for selection. Lurie 1 merely teaches a User searching a database of Service Providers, while the present invention creates an "Agent" who can select an number of Service Providers and create a custom website where they may group or organize a more specific selection of service providers for a User to 10 browse.

The use of an Agent provides a much greater expression of differentiation for Service Providers and more focused, comprehensible listings for consumers/users to browse. Applicant has amended claim 1 to more specifically and accurately claim the method of the present invention. Withdrawal of this rejection is respectfully requested. Withdrawal of this rejection is 15 respectfully requested.

With respect to Claims 6, and 9-10 Applicant relies on the arguments presented for claim 1 above, from which claims 6, and 9-10 depend. Withdrawal of this rejection is respectfully requested.

Claims 11-13 stand rejected under 35 USC 103(a) as being unpatentable over
20 **Hartley, et al (2003/0154097) (referred to as Hartley) in further view of Lurie (US2003/0115089), (referred to as Lurie 1) and further in view of Faber, et al. (US 7,308,540), also referred to as Faber 1.**

With respect to Claims 11-13 Applicant relies on the arguments presented for claim 1 above, from which claims 11-13 depend. Withdrawal of this rejection is respectfully requested.

Claims 2-5 stand rejected under 35 USC 103(a) as being unpatentable over Hartley, et al (2003/0154097) (referred to as Hartley) in further view of Lurie 1 and further in view of Faber, et al. (US 6,865,540), also referred to as Faber 2.

With respect to Claims 2-5, Applicant relies on the arguments presented for claim 1 above, from which Claims 2-5 depend. Withdrawal of this rejection is respectfully requested.

Claim 7 stands rejected under 35 USC 103(a) as being unpatentable over Hartley in further view of Lurie 1 and in further view of Lurie, et al. (US 7,289,623), also referred to as Lurie 2.

With respect to Claim 7 Applicant relies on the arguments presented for claim 1 above, from which Claim 7 depends. Withdrawal of this rejection is respectfully requested.

Claim 8 stands rejected under 35 USC 103(a) as being unpatentable over Hartley in further view of Lurie 1, and in further view of Faber et al. (2004/0252820) (referred to as Faber 3).

With respect to Claim 8 Applicant relies on the arguments presented for claim 1 above, from which Claim 8 depends. Withdrawal of this rejection is respectfully requested.

Claim 14 stands rejected under 35 USC 103(a) as being unpatentable over Hartley in further view of Lurie 1 and in further view of Rigole (US 7,139,728).

With respect to claim 14, Applicant disagrees that Hartley teaches an Agent and Service Providers as claimed by the present invention. Examiner has quoted the proper section of Applicant's application (Para. 14) but has failed to understand how the present invention and Hartley differ. Examiner cites Hartley paragraphs 22-25, 27, 29-31, 48, 51, and 54 as teaching

the limitation of the present invention where “Agents integrate their selected plurality of Service Providers into their own specialized websites for browsing by a User”. The present invention is focused on the “Agent” grouping and associating selected Service Providers to in a sense, create their “team”. It is then the Agent who provides the services to the end user, using the Service

5 Providers. There is no direct link in the present invention between Service Providers and end users as there is a middle party, the Agent, negotiating between the parties. Hartley at paragraphs 22-25, 27, 29-31 teaches a “specialist”, which is no more than the person answer the phone as at a call center. Paragraph 22 states this specifically: “FIG. 1, a communication network 10 adapted to enable a specialist (e.g., at call center 30) to receive a request from an
10 individual for assistance regarding a personal need is provided. Means (e.g., a personal computer 40) are provided for creating a personalized web page in response to the request.” Hartley does not teach an Agent who can create their own “team” of specialist, and who interacts with the User to assist them in obtaining advice or answers.

Examiner associates “Agents” with “Specialists” when this is completely incorrect. The
15 “Specialists” in Hartley may transfer a caller/user to each other, but they do not have the ability to create a team or subgroup, and even if they did, they would be part of the subgroup as a specialist, which is not the claim of the present invention. Examiner states on page 10 of the office action dated 11/10/2009 “Hartley does not disclose explicitly teaching the final step of: connecting said User with said Service Provider if available”. This is because in Hartley the
20 “Specialists” are the “Service Providers” and there are no “Agents” taught or suggested by the Hartley. When a user calls in Hartley, the first are connected with an operator who merely determines their eligibility, then the user is forwarded to a specialist to assist them, see paragraph 23. There is no Agent.

Hartley, at paragraphs 22-54, teaches searching and group of various service providers and the setting up of a service providers website for viewing by a customer/ end user, but does not disclose, teach, or suggest, the Agent feature of the present invention.

Additionally, Examiner asserts that paragraphs 22-54 teaches a User contacting a Service
5 Provider via an Agent's specialized website. Again, paragraphs 22-54 include no teaching of an Agent.

With respect to claim 14, Applicant disagrees that Laurie 1 teaches distributing the appropriate service HTML code to the Agent for each newly registered Service Provider. Examiner cites paragraphs 91-92 which wherein a service provider is provided with a compose
10 e-mail option, a block option, and assign to list option. In order to use the provided options of Laurie 1, a service provider will select checkboxes, indicated at col. 522, by for example, mouse clicking on the various checkboxes corresponding to desired service seekers. Once selected, the service provider can click on an option. Once the option is selected by the service provider, the customer management procedures process the selected service providers according to the
15 selected option. When a service provider selects the compose e-mail option, the customer e-mail procedures are performed.

The alternative embodiment of paragraph 92 provides the service provider with an electronic mail generation screen in order for the service provider to enter desired information within the electronic mail. Once entered, the electronic mail will be sent to the selected service
20 seekers. The electronic mail option may be utilized by service providers in order to provide incentives to the selected service seekers in order to entice the service seekers to engage the service providers' assistance in the form of an advice communication. When a service seeker

responds to a communication incentive, the customer incentive procedures will compensate the service seeker once the advice communication is complete.

In the present invention, the system automatically distributes the appropriate service HTML code to the Agent for each newly registered Service Provider thereby; enabling the Agent to readily create their own Internet-based collection of specialized Service Providers and in turn, connect Users with these Service Providers for expert advice in real time via a telephone connection (See Paragraph 73 and Fig. 9 of the present application). As previous discussed in Applicants response to the rejection of claim 1, Laurie 1 does not teach an Agent level or layer in its system so it is impossible for the citation to teach or suggest the distribution of any HTML code to another party for use as claimed by the present invention. Withdrawal of this rejection is respectfully requested.

Claims 15-17, and 19 stand rejected under 35 USC 103(a) as being unpatentable over Hackworth et al. 7,516,153 in further view of Rigole and in further view of Lurie 1.

Applicant notes many procedural failings of this rejection. First, Applicants application was filed 09/24/2009 while Hackworth has a filing date of 11/29/2005, which is AFTER applicants filing, making it improper under 35 USC 103(a). Secondly, examiners rejection of claims 15-17 and 19, over Hackworth, Rigole, and Lurie 1 as stated on page 17 of the office action dated 11/10/2009 then proceeds to cite Satoh on page 18 of the office action dated 11/10/2009 as enabling and providing the motivation to combine the teaching of Hackworth. Examiner incorrectly established the rejection. Next, Examiner cites Mersky on page 19 out of thin air, just like Satoh, as teaching claim limitations and providing motivation to combine. This rejection is improper, but to reduce unnecessary costs, expenses, and additional office actions,

Applicant has no choice but to respond to all the allegations set forth by Examiner, even though they are procedurally incorrectly set forth.

With respect to Hackworth, et al. 7,516,153, this US Patent was filed on November 29, 2005. Applicant's application was filed on September 24, 2004 **BEFORE** Hackworth, et al.

- 5 Under section 103, prior art includes all references with effective dates **BEFORE** the date of invention. The date of invention for initial examination purposes is typically considered to be the filing date of the patent application. See *Bates v. Coe*, 98 U.S. (8 Otto) 31, 34 (1878). An applicant may generally antedate the date of invention prior to the filing date by producing proof that the invention was made earlier. *Id.* This rule is subject to the same provision as anticipated
- 10 rejections made under 35 USC 102; that is, an inventor may not carry back the date of invention more than one year prior to the effective filing date of the application to overcome prior art references under Section 103. *In re Foster*, 343 F.2d 980, 145 USPQ 166, 174-75 (C.C.P.A. 1965).

- Here Applicant's application was not only filed thirteen months before Hackworth, et al.
- 15 Applicant's prior art date for examination purposes is September 24, 2004 that predated Hackworth's filing on November 29, 2005, and Hackworth's own references to cross referenced applications for: "Generic Application Processing of Specific Dynamic Database Web Site Content," Ser. No. 11/288,483 filed on Nov. 29, 2005; "Web Site Content Management," Ser. No. 11/288,503 filed on Nov. 29, 2005; and "Field Name Abstraction for Control of Data
- 20 Labels" Ser. No. 11/289,149 filed on Nov. 29, 2005 by thirteen months. Thus, Hackworth et al. is not a proper reference under 35 USC 102 or 35 USC 103 and Examiner has failed to establish one of the required elements for a prima facie case of obviousness and the case has not been established. Withdrawal of these rejections is respectfully requested.

The prior art cited by Examiner, namely Hackworth, et al., was not available to the public prior to the filing date and prior art date of applicant's application and invention. The prima facie showing by Examiner is incorrect and improper and the burden still remains on the Examiner to produce an appropriate prior art reference. Withdrawal of these rejections is respectfully requested.

For the reasons state above, Examiner's use of Hackworth, et al. is incorrect and improper, for those reasons alone, the Examiners rejections of claims 15-17 and 19 are incorrect although additional arguments will be presented. Withdrawal of these rejections is respectfully requested.

With respect to claim 15, Examiner is failing to consider the claim limitations in their entirety. Applicant disagrees that Hackworth teaches an Agent and Service Providers as claimed by the present invention. Examiner cites Hackworth as teaching the limitation of the present invention where "Agents integrate their selected plurality of Service Providers into their own specialized websites for browsing by a User". The present invention is focused on the "Agent" grouping and associating selected Service Providers to in a sense, create their "team". It is then the Agent who provides the services to the end user, using the Service Providers. There is no direct link in the present invention between Service Providers and end users as there is a middle party, the Agent, negotiating between the parties.

Hackworth, at col. 11, ll 35-55 and col. 12, ll 36-56 teaches nothing more than assigning account names and meta data, it does not teach the use of three parties interacting as claimed by the present invention. Examiner alleges that Hackworth, at col. 11, ll 35-55 and col. 12, ll 36-56 teaches "having an agent account..." on lines 3-5 of page 18 of the office action dated 11/10/2009 but this is not possible as Hackworth teaches "Methods for creating a data structure

for a dynamic web page that is associated with an account are provided” as disclosed in the first sentence of the abstract. There is no mention of three parties working together in Hackworth and it is entirely unrelated to the present invention or Rigole or Laurie 1.

Faber, at col. 4, ll 31-67, col 5, ll 1-22, and col. 8, ll 27-57, teaches searching and group
5 of various service providers (col. 8, ll 27-57) and the setting up of a service providers website for viewing by a customer/ end user (col. 4, ll 31-67, col 5, ll 1-22), but does not disclose, teach, or suggest, the Agent feature of the present invention.

Additionally, Examiner asserts that col. 8, ll 27-57 and col. 9, ll 1-8 teaches a User contacting a Service Provider via an Agent’s specialized website. Again, col. 8, ll 27-57
10 includes no teaching and col. 9, ll 1-8 as show above and previously discussed includes no such teaching and is irrelevant.

With respect to claim 15, Applicant disagrees that Laurie 1 teaches the a method for expert service providers to provide advice services through unique empowered independent agents to consumers comprising the steps of a User initiating contact with a Service Provider and
15 connecting said User with said Service Provider if available. Applicant disagrees that Laurie 1 teaches enabling Agents to integrate their selected plurality of Service providers into their own specialized websites for browsing by a User and having a User initiate contact with a Service Provider via an Agent’s specialized website. For these two limitations, those two paragraphs are merely a listing of memory components from paragraph 68, with 71 noting “web browser
20 procedures 134 for accessing online applications, such as service provider computer 300” and 80 “as well as other procedures and files”, which neither teaches not suggests the use of Agents or the other specifics of the claim limitations. The citations provided by Examiner does not teach nor suggest an “Agent” providing a plurality of Service Providers to a User for selection. Laurie 1

merely teaches a User searching a database of Service Providers, while the present invention creates an “Agent” who can select an number of Service Providers and create a custom website where they may group or organize a more specific selection of service providers for a User to browse.

- 5 The use of an Agent provides a much greater expression of differentiation for Service Providers and more focused, comprehensible listings for consumers/users to browse. Applicant has amended claim 15 to more specifically and accurately claim the method of the present invention.

- 10 Still with respect to claim 15, the Examiner begins to discuss Satoh on page 18, after making no previous reference to the citation and not including it on page 17, item number 25 which states the claim rejection for claims 15-17 and 19 as being unpatentable over Hackworth in further view of Rigole and in view of Lurie 1. Satoh is not stated as being a prior art citation used to support the rejection under 103(a). Examiner then alleges that Satoh, “in a related field of endeavor teaches a Service Provider entering an Agent ID when registering as a new Advisor and liking all Service
- 15 providers under a single Agent ID into one account information”. Satoh, in paragraphs 9-10 more clearly states the teaching as wherein the mediator server acts as an intermediary agent between the service purchaser and service provider and wherein the method allows the mediator server to provide the mediator services by presenting the services offered by the service purchaser and associated information to the service purchaser, and by presenting the service being purchased by
- 20 the service purchaser and associated information to the service provider. Satoh does not teach a plurality of “Agents” acting in any manner that suggest, teaches, or resembles that taught by the present invention.

In Satoh, the mediation server is as shown in Fig. 3, element 30. In the present invention the multiple “Agents” create their own websites and locations to offer their specialized package of service providers that they select from a larger group or pool of providers. In Satoh, the singular mediation server, merely provides for present the listing of service providers. More specifically, paragraph 10 of Satoh states: “More specifically, the mediator server may present the listing of service providers, services offered by each of the service providers and information related to those services to potential service purchasers, allowing a service purchaser to select the service provider who provides the appropriate service from the listing. When the service purchaser has selected any particular service provider, the service purchaser may submit the specific service purchase request information to the mediator server, who may present the information to that particular service provider. Negotiations may then proceed between the service purchaser and service provider through the mediator server, and the agreement may be reached when the service provider accept.” Satoh does not teach a group of “Agents” creating their own collections of Service Providers and the Agents themselves then acting to bring the two parties together. Satoh specifically teaches and states presenting “the listing of service providers, services offered by each of the service providers and information related to those services to potential service purchasers”. See paragraph 10 of Satoh.

Still with respect to claim 15, the Examiner begins to discuss Mersky on page 19, after making no previous reference to the citation and not including it on page 17, item number 25 which states the claim rejection for claims 15-17 and 19 as being unpatentable over Hackworth in further view of Rigole and in view of Lurie 1. Mersky is not stated as being a prior art citation used to support the rejection under 103(a). Examiner then alleges that Mersky, “in a related field of endeavor.... A method and apparatus for facilitating manual payments for transactions conducted

over a network including the step of linking all service providers under a single Agent ID into a transaction activity management interface". Examiner's citation for Mersky does reflect that of a "transaction activity interface" but it is no way teaches or suggests linking of all service providers under a single Agent ID for transaction purposes and in combination with Hackworth and Satoh, the

5 is no suggestion or teaching to combine, nor would it be obvious to do so as none of the prior art cited teaches the use of Agents, who are essentially creating their own custom work force by selectively using the service providers to offer, provide and connect their specialized work force with user or service buyers. Because of this novel and non-obvious use of Agents, the present invention, in order ensure compensation to the correct Agents for a Service Providers work, and

10 Service Provider compensation for work they may be performing for multiple Agents, the linking is required. The prior art does not suggest or teach this connection and merely citing and combining prior art for a transaction system and a service website does not teach or suggest the combination of the claim limitations taught by the present invention.

For the above stated reasons with respect to claim 15, withdrawal of this rejection is

15 respectfully requested.

With respect to claims 16 and 17, Applicant relies on the arguments presented for claim 15 above, from which Claims 16 and 17 depend. Withdrawal of these rejections is respectfully requested.

With respect to claims 19 standing rejected under 35 USC 103(a) as being unpatentable

20 over Hackworth et al. 7,516,153 in further view of Rigole and in further view of Lurie 1 per item number 25 on page 17 of the office action dated 11/10/2009, there is not mention of claim 19 again until the rejection on different grounds found on page 24 of the same paper, which is addressed below. Withdrawal of these rejections is respectfully requested.

Claim 18 stands rejected under 35 USC 103(a) as being unpatentable over Satoh in further view of Hackworth, in further view of Mersky, in further view of Rigole and yet in further view of Lund (US 7403947).

With respect to claim 18, as previously discussed, neither citation teaches or suggests an
5 “Agent” providing a plurality of Service Providers to a User for selection. Lurie merely teaches a User searching a database of Service Providers, while the present invention creates an “Agent” who can select an number of Service Providers and create a custom website where they may group or organize a more specific selection of service providers for a User to browse. The citation provided by Examiner does not teach nor suggest allowing for said Users to remain in
10 effect *on the website of the Agent* while navigating and using the system for connecting telephonically to Service Providers, by way of a series of progressive popup windows. The prior art merely teaches a User searching a database of Service Providers, while the present invention creates an “Agent” who can select an number of Service Providers and create a custom website where they may group or organize a more specific selection of service providers for a User to
15 browse. The prior art also does not teach an Agent or an Agent with a Website, but only the website of the system, thus there is no teaching or suggestion allowing for said Users to remain in effect *on the website of the Agent* while navigating and using the system for connecting telephonically to Service Providers, but only a teaching of Users remaining connected to Service Providers while navigation and using a system. Withdrawal of this rejection is respectfully
20 requested.

Claim 19 stands rejected under 35 USC 103(a) as being unpatentable over Satoh in further view of Hackworth, in further view of Mersky, in further view of Rigole and yet in further view of Likouresous, et al. (7483856).

With respect to claim 19, as previously discussed, the prior does not teach or suggest an “Agent” providing a plurality of Service Providers to a User for selection. The prior art merely teaches a User searching a database of Service Providers, while the present invention creates an “Agent” who can select an number of Service Providers and create a custom website where they

5 may group or organize a more specific selection of service providers for a User to browse. The citations provided by Examiner do not teach nor suggest displaying, within a pop-up window or anywhere, a full list of an *Agent’s* Service Provider’s and their individual availability statuses.

The prior art merely teach a User searching a database of Service Providers, while the present invention creates an “Agent” who can select an number of Service Providers and create a

10 custom website where they may group or organize a more specific selection of service providers for a User to browse. The Agent is then paid a fee in addition to the fee collected by the service. Thus, when an Agent is a requirement, the payment to the agent may be “a managed payout consisting of, deducting a pre-determined Agent service fee for each transaction and distributing the Agent to fee said Agents.” Additionally, the Agent may take on self-managed payroll

15 responsibility.

In the cited prior art, there is no agent, only the User and Service Provider, thus there would be no need and is no teaching or suggestion for a self-managed payroll responsibility, either by the system, User, or Service Provider and certainly no “pre-determined Agent service fee for each transaction” for the Agent actively brining the two parties (User and Service

20 Provider) together.

In the present invention as well as the prior art, both parties, the user and service provider both have a desire to be connected and the service provider does not need information retrieved based on the caller’s id, the user would have the information provide to them ahead of time or

directly by the user in a confidential manner to have their questions answered or receive the
advices they are seeking. Withdrawal of this rejection is respectfully requested.

**Claim 20 stands rejected under 35 USC 103(a) as being unpatentable over Satoh in
further view of Hackworth, in further view of Mersky, in further view of Rigole in further
view of Lurie 1 in further view of Margiloff et al (US 2005/0240475) and yet in further view
of Altberg et al (7120235).**

With respect to Margiloff, et al. **US 2005/0240475**, this US Patent Application was filed
on April 21, 2005. Applicant's application was filed on September 24, 2004 **BEFORE**
Margiloff, et al. Under section 103, prior art includes all references with effective dates
BEFORE the date of invention. The date of invention for initial examination purposes is
typically considered to be the filing date of the patent application. See Bates v. Coe, 98 U.S. (8
Otto) 31, 34 (1878). An applicant may generally antedate the date of invention prior to the filing
date by producing proof that the invention was made earlier. *Id.* This rule is subject to the same
provision as anticipated rejections made under 35 USC 102; that is, an inventor may not carry
back the date of invention more than one year prior to the effective filing date of the application
to overcome prior art references under Section 103. *In re Foster*, 343 F.2d 980, 145 USPQ 166,
174-75 (C.C.P.A. 1965).

Here Applicant's application was not only filed seven months before Margiloff, et al.
Applicant's prior art date for examination purposes is September 24, 2004, which predates
Margiloff's filing on April 21, 2005, and Margiloff's. Thus, Margiloff et al. is not a proper
reference under 35 USC 102 or 35 USC 103 and Examiner has failed to establish one of the
required elements for a prima facie case of obviousness and the case has not been established.
Withdrawal of these rejections is respectfully requested.

The prior art cited by Examiner, namely Margiloff, et al., was not available to the public prior to the filing date and prior art date of applicant's application and invention. Although Margiloff, et al. claims a priority date of April 23, 2004, a provisional patent application is not published or otherwise available to the public. The prima facie showing by Examiner is
5 incorrect and improper and the burden still remains on the Examiner to produce an appropriate prior art reference. Withdrawal of these rejections is respectfully requested.

For the reasons state above, Examiner's use of Margiloff, et al. is incorrect and improper, for those reasons alone, the Examiners rejection of claim 20 is incorrect although additional arguments will be presented. Withdrawal of these rejections is respectfully requested.

10

With respect to claim 20, again neither of the prior art citations teach an Agent or any means for grouping Service Providers other than by topic in a Service Provider database. Examiner alleges that Margiloff, in a similar field, discloses enabling a service provider to register and be part of numerous different Agent groups, citing paragraphs 12-19. Margiloff, in
15 paragraphs 12-19 teaches a Universal Advertising Modulal (UAM) which may be a device operated by an advertising management company, group, individual, and/or other entity. The UAM device may allow an advertiser to register for universal advertising management services. For example, the advertiser in Margiloff may use an advertising device to register with the UAM device 110 and/or subscribe to services provided by the UAM device. In some embodiments, the
20 advertiser's registration with the UAM device may permit the advertiser to display advertisements via various advertising partner devices. (see Para. 17). The advertiser may select which advertising partners are preferable and/or acceptable to display a particular advertisement and/or group of advertisements. The advertiser may then, for example, be automatically signed-

up and/or registered with the selected advertising partners (see Para. 18). The present invention allows an Agent not to merely select a group of advertisements for display as taught by Margiloff. Claim 20 states “enabling a Service Provider to register and be part of numerous different Agent groups, without concern for any potential telephone connection conflict” which
5 does not allow for a single or multiple classification of a service provider in the system, but allows them to “work” for multiple Agents in the system and provide services on behalf of multiple agents without any potential telephone connection conflict, which would occur under the other systems cited by the Examiner.

The present invention provides the method and techniques for expert Service Providers,
10 in turn, to provide their service through a multiplicity of Independent Agent channels without potential communication device conflict for consumers. In general, the system provides a more efficient, practical, and functional method to enable Users to contact Service Providers for expert advice and Service Providers to promote and offer their services to and transact their services with consumers than the current art.

15 Thus, there is no teaching or suggestion for enabling a Service Provider to register and be part of numerous different Agent groups, without concern for any potential telephone connection conflict, the second claim limitation of claim 20. Thus the two systems do not work in any manner that is reflective of the other with the purposes or use for collecting and using the requested information. Examiner cites Altberg as teaching this limitation, and while Altberg
20 does teach the use of unique telephone numbers for each advertiser, Altberg does not teach the claim limitation of “having recognition, across an entire database of Service Provider’s telephone numbers including potentially multiple different accounts, of whether a particular Service Provider’s telephone line is busy thereby” which is not addressed by the examiner in the

rejection and is not taught or suggested by Altberg. Withdrawal of this rejection is respectfully requested. Withdrawal of this rejection is respectfully requested.

CONCLUSION

For all the reasons advanced above, Applicant respectfully submits that the application is in condition for allowance and that action is earnestly solicited.

In the event that an extension of time is required, or may be required in addition to that requested in a petition for an extension of time, the Commissioner is requested to grant a petition for that extension of time which is required to make this response timely.

Respectfully submitted,

/matthewtwelker/

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